

Exhibit C

Magic West

Cach v. Ingya

IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE CITY OF SAN DIEGO

CACH, LLC,

Plaintiff,

vs.

Case No.: 37-2011-0070906-CL-CL-EC

JOE INGYA; DOES 1-10,

Defendant.

~~~~~

Deposition of MAGIC WEST

March 27, 2012

San Diego, California

Reported by: Angie Schultz-Messenger, CSR No. 11742



Magic West

Cach v. Ingya

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE CITY OF SAN DIEGO

CACH, LLC,

Plaintiff,

vs.

Case No.: 37-2011-0070906-CL-CL-EC

JOE INGYA; DOES 1-10,

Defendant.  
-----

Deposition of MAGIC WEST, taken on behalf of  
Defendant, commencing on Tuesday, March 27, 2012, at  
10:00 a.m., taking place at 701 B Street, Suite 1115,  
San Diego, California 92101, before Angie  
Schultz-Messenger, Certified Shorthand Reporter,  
Certificate number 11742.



Magic West

Cach v. Ingya

APPEARANCES OF COUNSEL

FOR DEFENDANT:

HYDE & SWIGART  
BY: JOSHUA B. SWIGART, ESQ.  
411 Camino Del Rio South  
Suite 301  
San Diego, California 92108  
(619)233-7770

FOR PLAINTIFF:

MANDARICH LAW GROUP, LLP  
BY: NATHANIEL CLARK, ESQ.  
BY: REBECCA HUNTER, ESQ.  
6301 Owensmouth Avenue  
Suite 850  
Woodland Hills, California 91367  
(877)414-0130



Magic West

Cach v. Ingya

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

| INDEX OF EXAMINATION      |      |
|---------------------------|------|
| DEPOSITION OF: MAGIC WEST |      |
| EXAMINATION               | PAGE |
| MR. SWIGART               | 6    |
| MR. CLARK                 | 79   |
| MS. HUNTER                | 79   |



Magic West

Cach v. Ingya

1 case to CACH, that gets forwarded to SquareTwo  
2 Financial, and then they get the documents and kind of  
3 goes back through the chain that I just described?

4 A. That's my understanding.

5 Q. Okay. But you're not -- as a records  
6 custodian, it's not your job to get these documents  
7 together?

8 A. No. I review the documents that we have,  
9 and I rely on the work of others inside my company.

10 Q. Okay. So these documents that you produced  
11 today, those are whose documents?

12 A. They're -- CACH would hold the title to the  
13 accounts and the actual documents. They would be the  
14 ones that held them. But it's through -- in a  
15 computer system.

16 Q. Okay. This computer system -- I know today  
17 in the electronic records day and age, these documents  
18 are probably stored electronically, correct?

19 A. The majority of them, yes.

20 Q. Okay. Where were they stored  
21 electronically.

22 A. They're at our Denver office.

23 Q. SquareTwo?

24 A. Yes.

25 Q. So SquareTwo has the electronic records?



Magic West

Cach v. Ingya

1 A. Yes. They hold them for CACH.

2 Q. Okay. So does CACH ever hold the documents?

3 A. Beyond my -- they're the ones that hold the  
4 rights to the account, whether it's on servers at our  
5 office, SquareTwo's Denver office.

6 Q. So the documents would be held on the server  
7 at SquareTwo?

8 A. That's my understanding, of the ones that  
9 are electronic.

10 Q. Okay. All right. We'll go through that a  
11 little bit more later. Okay. What about -- well,  
12 let's take a look at the document that will probably  
13 get us there. Exhibit -- I guess it would be 3.

14 (Exhibit 3 was marked for identification.)

15 BY MR. SWIGART:

16 Q. Would be the complaint filed in this case.  
17 Make sure I don't have anything else attached. There  
18 you go. I have a copy for your, sir.

19 MR. CLARK: Thank you.

20 BY MR. SWIGART:

21 Q. So Exhibit 3 is a copy of the complaint that  
22 was filed in this case, CACH versus my client, Joe  
23 Ingya. Have you seen this document before?

24 A. Not the actual complaint, no, I haven't.  
25 I'm aware that one was filed.



Magic West

Cach v. Ingya

1 Q. Gotcha. And the authorization that filed  
2 it, the case, that came from CACH?

3 A. I'm not aware.

4 Q. You don't know if it came from SquareTwo  
5 maybe?

6 MR. CLARK: Objection. Lack of personal  
7 knowledge.

8 BY MR. SWIGART:

9 Q. Do you --

10 A. I couldn't tell you. I don't know.

11 Q. Okay. All right. All right. What about  
12 the contents of the complaint, are you aware of what's  
13 pled?

14 A. Yes.

15 Q. Okay. Have you reviewed it before your  
16 deposition here today?

17 A. Yes, have.

18 Q. Do you know the factual basis for some of  
19 the cause of action?

20 A. Yes, that we purchased an account, we're  
21 trying to collect on it.

22 Q. All right. And again, when you say "we,"  
23 who are you talking about SquareTwo, CACH, somebody  
24 else?

25 A. For all intents and purposes of this



Magic West

Cach v. Ingya

1 deposition and this case, it will be CACH. CACH is  
2 the company that filed suit against your client, so  
3 it'll be CACH when I say "we."

4 Q. Okay. Unless you clarify that, referring to  
5 SquareTwo?

6 A. Yes. I'll specifically say SquareTwo if I  
7 mean SquareTwo. As far as anything in this case is  
8 concerned, it will be CACH.

9 Q. Fair enough. That'll simplify some things.  
10 All right. So this account originated with Bank of  
11 America, I take it?

12 A. Yes.

13 Q. How did the account come into possession of  
14 CACH?

15 A. It was charged off by Bank of America.  
16 Charged off meaning bank washed their hands of it,  
17 they put it up for sale to companies like mine. We  
18 purchased it as part of a batch, and it became  
19 something that we held the rights to.

20 Q. Okay. Does SquareTwo hold the rights to  
21 this account?

22 A. CACH holds the rights.

23 Q. Okay. All right. So they purchased it from  
24 Bank of America?

25 A. That is correct.



Magic West

Cach v. Ingya

1           Q.    Okay.  Not to split hairs, did they purchase  
2   it from Bank of America or one of its subsidiaries or  
3   holding companies?

4           A.    It's purchased through their subsidiaries,  
5   FIA Cards Services, which their primary goal or  
6   primary function is to handle consumer lines of  
7   credit.

8           Q.    Okay.  Fair enough.  So the documents  
9   supporting that purchase were produced in Exhibit  
10  number 2?

11          A.    Yes, that's correct.

12          Q.    Okay.  Did you get any other document aside  
13  from what was produced in Exhibit number 2 from Bank  
14  of America?

15          A.    No.  Everything that I've seen in our  
16  computer system that we received from Bank of America  
17  to date has been provided.

18          Q.    Okay.  Fair enough.  Just looking at the  
19  front of the complaint, really CACH is alleging two  
20  cautions of action against my client, the first is  
21  breach of contract.  Do you see that?

22          A.    Yes, I se that.

23          Q.    Okay.  What's the factual basis for the  
24  breach of contract?

25          A.    That there was an account that went into



Magic West

Cach v. Ingya

1 default by lack of payment and we're pursuing it.

2 Q. Okay. When you say "an account," who are  
3 the parties of that account?

4 A. The original parties would have been Bank of  
5 America and your client.

6 Q. Okay. And in this day and age, when you say  
7 "Bank of America," you realize that there's different  
8 subsidiaries to Bank of America, correct?

9 A. Yes. As with many banks, there's tens if  
10 not 20 different subsidiaries with banks.

11 Q. Fair enough.

12 A. It all falls under the same umbrella.

13 Q. When we're dealing go breach of contract to  
14 get some specificity, do you know who the parties of  
15 that contract were?

16 A. The best of your knowledge is Bank of  
17 America and the defendant.

18 Q. Bank of America, N.A.?

19 A. Sure.

20 Q. I mean, it says it in the complaint.

21 A. Yes. Whether it's Bank of America, N.A. or  
22 under some other name, to me, for simplification, is  
23 Bank of America.

24 Q. The holding company?

25 A. As far as how they have their business set



Magic West

Cach v. Ingya

1 up or which arm sold to it to -- transferred it to FIA  
2 Card Services that sold it to us, that's not what I'm  
3 aware of.

4 Q. Okay. Let me ask the question this way.  
5 You down know if the contract between Mr. Ingya and --  
6 was made with FIA Card Services, do you?

7 A. What do you mean -- what's your definition  
8 of "contract"?

9 Q. Well, let's back up. You sued for breach of  
10 contract, right?

11 A. Correct.

12 Q. What did you mean by "breach of contract"  
13 when you put it in the complaint?

14 A. No. I'm asking a clarifying question of  
15 whether you mean a signed application, card member  
16 agreement, use of the card? There's many things with  
17 a credit card that can establish a contract. I wanted  
18 to know which you're referring to.

19 Q. Fair enough. Let me clarify a little bit.  
20 The basis that serves for the formation of the  
21 contract that you sued on, do you know what that is?

22 A. As far as my understanding of how this  
23 account was established was through use of the card.  
24 There was an account, there was a line of credit  
25 issued by Bank of America to the defendant, he got



Magic West

Cach v. Ingya

1 goods and services for that card, paid for a period of  
2 time, ultimately failed to keep up with his payments,  
3 the card went into default, which would have been a  
4 breach of contract, as far as my layman's  
5 understanding, because I'm not an attorney.

6 And then again, it went into a charge-off status  
7 and was sold off so that Bank of America could get  
8 some sort of payment for the account, but they washed  
9 their hands of it.

10 Q. Sure. And I appreciate that clarification.  
11 I'm not asking you to make any type of legal  
12 conclusion or legal basis for what we're talking  
13 about. We're talking about the factual basis of these  
14 causes of action. When you say that there was this  
15 line of credit extended, do you have any basis for the  
16 facts that gave rise to that extension?

17 A. The statements that we received shows that  
18 there was an account that was established.

19 Q. Do you have any knowledge as to how that  
20 account was established?

21 A. Whether it was a signed application, an  
22 application online or over the phone, that I'm not  
23 aware of.

24 Q. You don't know?

25 A. I don't know.



Magic West

Cach v. Ingya

1           Q.    Okay.  What about the date that that  
2   contract was formed, do you have any knowledge of  
3   that?

4           A.    The open date that was supplied to us was in  
5   2005.  Yeah, it was 6/9 of 2005 is what my notes  
6   indicate.

7           Q.    Okay.  And how is that information supplied  
8   to you?

9           A.    As part of our purchase from Bank of America  
10   they give us all the information regarding an  
11   individual account that they have, such as an  
12   individual's name, social security number, any account  
13   numbers that were held through the life of the  
14   account, address that they have, phone numbers that  
15   are applicable, open dates, charge-off dates, that  
16   sort of information.

17          Q.    Fair enough.  So the information that you  
18   originally gained from Bank of America had that  
19   information that you just described?

20          A.    Yes.  That was part of our initial purchase  
21   that was provided to us in electronic file.

22          Q.    But how the contract was formed, be it a  
23   written contract, over the phone, on the internet,  
24   that wasn't provided to you?

25          A.    Well, the request for the line of credit



Magic West

Cach v. Ingya

REPORTER'S CERTIFICATION

I, Angie Messenger, a certified shorthand reporter, in and for the State of California, Certificate No. 11742, do hereby certify:

That the foregoing proceedings were reported by me stenographically and later transcribed into typewriting under my direction; that the foregoing is a true record of the proceedings taken at that time.

IN WITNESS WHEREOF, I have subscribed my name this 8th day of April, 2012.

Angie Messenger, CSR No. 11742